TO: MINERAL KING PRESERVATION BOARD OF DIRECTORS

FROM: WILLIAM A. MARTIN

Dear MKPS board:

Enclosed please find copies of:

1. April 15th letter from Bill Tweed to John Elliott.
2. September 2 letter from Merl Ledford to Bill Tweed.
3. September 15 letter from Bill Tweed to Ora Kay Peterson.
4. Proposed revised agreement.

The bad news is that numerous miscommunications have taken place since our July 13, 1992 board meeting. The good news is that we have the opportunity to achieve our goal of an agreement with the NPS concerning the "Pinkham" cabin.

During the July 13th meeting the board found the April 15th letter from Bill Tweed to John Elliott and the attached "memorandum of agreement" with that letter unacceptable. The board unanimously carried a motion instructing Merl Ledford to analyze Bill Tweed's letter and proposed agreement from a legal perspective, taking into account that the cabin had since been quitclaimed to the MKPS, and draft a response to Tweed's letter for review by the board for likely use as a negotiation tool with the NPS. The strategy was to:

1. Have Merl's legal opinion in hand.
2. Have a well worded response to Bill Tweed's cover letter and "agreement" that showed our ability and willingness to be assertive with the NPS but leave open the door for compromise.
3. Have a negotiating tool that Jim Barton and John Elliott could use as they played the role of "middle ground"/"peace makers"/ "compromisors"/ etc.

Unfortunately neither Jim nor John were present at the July 13th meeting, the minutes of that meeting were not distributed so that all board members could read the exact wording of the approved motions, Ora Kay was in Russia, Bill Martin was busy with a divorce and walnut harvest, Merl sent his review directly to Tweed instead of to Jim and/or Bill, and John Elliott (if Bill Tweed's letter was correct) incorrectly and inappropriately represented the views of the board to Tweed.

Fortunately, Jim was able to meet with Bill Tweed and use his peace making skills to hammer out some compromises that I think we can live with. Jim and I did some further revision, Ora Kay offered some input, and I talked with Merl. Based on all that I now submit the enclosed "agreement" for your review and approval.

A board meeting has been set for Wednesday October 7, 1992 at 5:30 p.m. (dinner) "Little Annie's Cafe" 610 W. Main St. (across the street from the Visalia Inn Motel, W. Main & Johnson St.) 739-1252
Please attend if at all possible.

Yours truly,

William A. Martin

2023.009.0401 a

United States Department of the Interior

NATIONAL PARK SERVICE
Kings Canyon National Park
Sequoia National Park
Three Rivers, California 93271-9700

IN REPLY REFER TO:

A4415

April 15, 1992

Mr. John Elliot
Mineral King Preservation Society
2936 South West Street
Visalia, California 93277

Dear John:

We have reviewed the text of the proposed agreement which would allow the Mineral King Preservation Society to assume interim custody and responsibility for the cabin standing on Lot One, East Mineral King, Sequoia National Park, California. We have also had our solicitor review both the proposed agreement and the general situation.

We appreciate the willingness of the Society to undertake this responsibility, which we agree is in the public interest.

We believe, however, that several elements need to be clarified before this document can be finalized.

1. We have retitled the document a "Memorandum of Agreement;" this places the title in conformance with the nomenclature of the NPS agreement system. This change has no legal implications of which we are aware.

2. We have added a legal authority citation regarding our ability to enter into agreements.

3. We have inserted a section about maintenance standards; this section also makes it clear that the NPS cannot force the MKPS to undertake physical actions which it does not wish to undertake.

4. We have inserted a section clarifying that any improvements made to the cabin will be considered to be donations to the government.

5. We have inserted a section instructing that the cabin in question not be occupied for any purpose during its period "in trust," except with the written permission of the Superintendent.

2023.009.0401 b

Please be aware that it is not our intention to grant such permission. We believe that it is the clear intention of Public Law 95-625 that the number of private privileges in Mineral King be reduced as the permittees of record pass on. This instruction is separate from, but consistent with, the cultural resources protection laws. If we allow continued occupancy of the cabin, this intention will be contravened.

6. We believe that it is beneficial for all involved for this agreement to have a clearly defined termination, to occur when a determination of eligibility is announced by the National Register for the proposed Mineral King Historic District. Regardless of the direction of this determination, the circumstances which have led to this agreement will be terminated. Once a determination is achieved, we shall have to address the future of this cabin under the constraints of that situation.

7. We have added an optional termination clause; this is a standard policy of the Service.

8. Our solicitor insists that we grant "custody" rather than title to MKPS.

We are enclosing a revised draft of your proposal in the hope that the Society may be able to consider the agreement at its April 18th board meeting.

Sincerely,

Wm. Tweed
Management Assistant

2023.009.0401 c

DRAFT

MEMORANDUM OF AGREEMENT
FOR THE TEMPORARY STATUS
OF THE
PINKHAM CABIN
(Lot 1, East Mineral King)
SEQUOIA NATIONAL PARK, CALIFORNIA

This agreement is made and entered into this __ day of ____, 1992 by and between the MINERAL KING PRESERVATION SOCIETY ("MKPS" herein) and the NATIONAL PARK SERVICE, SEQUOIA AND KINGS CANYON NATIONAL PARKS ("NPS" herein).

RECITALS

WHEREAS, it is in the mutual interest of both MKPS and NPS to actively pursue the preservation of the cultural resources of Mineral King and it is desirable for both parties to protect those properties which may be potentially significant and worthy of preservation;

WHEREAS, MKPS is a non-profit public chartered organization founded in 1986 and dedicated to the preservation of cultural values, artifacts, and historical sites of Mineral King;

WHEREAS, MKPS is currently, and has been since 1988, in the process of seeking an official "determination of eligibility" leading to the completion of multiple properties documentation for a proposed Mineral King Historic District to be listed on The National Register of Historic Places;

WHEREAS, MKPS has successfully completed the restoration of the Honeymoon Cabin and is currently the custodian of said historical resource;

WHEREAS, MKPS is uniquely qualified to hold in public trust, custody of all property remaining on Lot 1, East Mineral King;

WHEREAS, the NPS cannot by law further extend the now-expired permit authorizing occupation of the cabin in question, and there is a genuine question as to the possible historical significance of the subject structure;

WHEREAS, it is in the interest of the American people to maintain intact the subject cabin until such time as its historical significance is clearly established; and

WHEREAS, the NPS is authorized under 16 USC 464 to enter into cooperative agreements to further its authorized programs and responsibilities.

2023.009.0101d

NOW, THEREFORE, the parties hereto, in furtherance of the previous recitals, agree to: custody of the existing cabin located on Lot One, East Mineral King, Sequoia National Park, California will be permitted to MKPS subject to the following terms and conditions:

(1) The heirs of Mrs. Josephine Pinkham will vacate the property in question, removing all personal property to which they wish to assert title, leaving the structure in a safe and secure state.

(2) The Pinkham estate will abandon and quitclaim in writing all title and further claims to the cabin and remaining property, if any.

(3) It is understood by all parties concerned that it is the responsibility of the MKPS to preserve and maintain the subject cabin in a stable condition until such time as a determination of eligibility to **THE NATIONAL REGISTER of HISTORIC PLACES** is obtained. This work will be in consultation with, and under guidelines set forth by, the NPS Cultural Resources Management Office. The NPS will not have the right to require action by the MKPS, but MKPS actions will be undertaken only after receiving permission from NPS.

(4) It is further understood that this responsibility is in the form of a trust for the people of the United States.

(5) MKPS will assume all responsibilities for upkeep and maintenance and limitations previously applicable to the deceased permittee. Any authorized improvements made by the MKPS will be donations to the people of the United States and will not be the subject of future claims against the government.

(6) During the period which the MKPS controls the cabin it will not be occupied for residential or other purposes, except as specifically authorized in writing by the Superintendent of Sequoia National Park.

(7) The NPS will issue a Special Use Permit to the MKPS for a fee of $1.00 (one and 00/100 dollars) per annum granting it the privilege to hold custody to the property in question. This permit will be renewed annually if the terms and conditions set forth herein are executed faithfully and a determination of eligibility has not yet been obtained.

(8) When a "Determination of Eligibility" (or Non-Eligibility) is obtained, this agreement will automatically terminate, as will all privileges conferred through it.

2023.009.0401e

This agreement may be terminated by either party following a notice period of thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.

MINERAL KING PRESERVATION SOCIETY

Date:_____

By:_____
President

SEQUOIA AND KINGS CANYON NATIONAL PARKS

Date:_____

By:_____
Superintendent

ATTEST:

By:_____
Secretary
Mineral King Preservation Society

2023.009.0401 f

United States Department of the Interior

NATIONAL PARK SERVICE
Kings Canyon National Park
Sequoia National Park
Three Rivers, California 93271-9700

IN REPLY REFER TO:

A4415

April 15, 1992

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2936 South West Street
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2023.009.0401 9

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Sincerely,

Wm. Tweed
Management Assistant

2023.009.0401 h

DRAFT

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FOR THE TEMPORARY STATUS
OF THE
PINKHAM CABIN
(Lot 1, East Mineral King)
SEQUOIA NATIONAL PARK, CALIFORNIA

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WHEREAS, MKPS is a non-profit public chartered organization founded in 1986 and dedicated to the preservation of cultural values, artifacts, and historical sites of Mineral King;

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WHEREAS, MKPS has successfully completed the restoration of the Honeymoon Cabin and is currently the custodian of said historical resource;

WHEREAS, MKPS is uniquely qualified to hold in public trust, custody of all property remaining on Lot 1, East Mineral King;

WHEREAS, the NPS cannot by law further extend the now-expired permit authorizing occupation of the cabin in question, and there is a genuine question as to the possible historical significance of the subject structure;

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WHEREAS, the NPS is authorized under 16 USC 464 to enter into cooperative agreements to further its authorized programs and responsibilities.

2023.009.0401 I

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2023.009.0401 J

This agreement may be terminated by either party following a notice period of thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.

MINERAL KING PRESERVATION SOCIETY

Date:_____

By:_____
President

SEQUOIA AND KINGS CANYON NATIONAL PARKS

Date:_____

By:_____
Superintendent

ATTEST:

By:_____
Secretary
Mineral King Preservation Society

2023.009.0401 K

LEDFORD LAW CORPORATION

MERL LEDFORD III

805 WEST OAK STREET
VISALIA, CALIFORNIA 93291
TELEPHONE (209) 627-2710

FAX
(209) 627-0717

September 2, 1992

COPY

Mr. William Tweed
United States Department of the Interior
National Park Service
Sequoia and Kings Canyon National Park
Three Rivers, CA 93271-9700

Re: Mineral King Preservation Society
Lot No. One - East Mineral King
Sequoia National Park, California

Dear Mr. Tweed:

Your letter of April 15, 1992 to John Elliot has been handed to me for review and response.

With regard to the Memorandum of Agreement as drafted by your agency's Solicitor, the recitation appearing at the top of Page 2 of the draft is inappropriate. The National Park Service does not own the structure located at Lot No. One. The structure is owned exclusively by Mineral King Preservation Society. The only interest your agency has in the structure arises from the fact that it sits on federal land administered by the Agency. In the absence of specific condemnation activity, your Agency has no right, title, or interest in or to the structure.

The Pinkham family has granted its entire interest in and to the structure and remaining contents to Mineral King Preservation Society. I enclose a copy of the family's Gift Deed in that regard. To the extent that Sub-paragraph (4) at Page 2 of the draft suggests that your Agency or anyone else (other than as specifically provided for in the Society's Articles of Incorporation and the restrictions placed on its activities by its grant of tax exempt status under federal and state law) has an interest in the cabin structure or contents, the suggestion is in appropriate.

The Society has a responsibility under its Articles and related organizational documents to operate, manage, and maintain the cabin structure and contents in the public interest. To the extent that Sub-paragraphs (3) (5) or (6) suggest that your Agency would have a superior right to review or direct the Society in discharge of its public responsibilities, the position could not be honored without

2023.009.0401 L

improper delegation of Board authority. The attempt to restrict occupancy is, evident of a lack of fundamental understanding of what is required to maintain an historic structure in the Mineral King Valley, much less the sociological and cultural integrity of the Valley community.

The problem your Agency is faced with is that two conflicting federal laws must be applied to the structure at Mineral King Lot One. An early piece of legislation requires discontinuance of private use under limited circumstances. On the other hand, a later and superseding piece of legislation requires that historic values (including community, sociological, and cultural values) be preserved. Your Agency cannot legally require that the structure at Lot No. One be torn down because to do so would violate the plain language and meaning of the Historic Preservation Act. On the other hand, your Agency cannot take the asset which it now seeks to control without observing the minimum requirements of federal Eminent Domain Law.

My client is quite willing to maintain the cabin structure in historic condition at no cost to the Park Service and in a fashion which comports with the restrictions placed on the Society by its Articles of Incorporation, By-laws, and federal and state letters of tax exemption. We believe that these restrictions fully meet all legitimate objectives of your Agency.

When you have had a chance to review the contents of this letter with your Solicitor, please telephone me and let me know your thoughts. I would be pleased to have lunch with you and your Solicitor to see if we can get these fine points ironed out.

Very truly yours,

LEDFORD LAW CORPORATION

MERL LEDFORD III

ML:sk
Enclosure

cc: Mineral King Preservation Society

2023.009.0401 M

TULARE COUNTY ESCROW

AND WHEN RECORDED MAIL TO

Name: MINERAL KING PRESERVATION SOCIETY
Street Address: 2936 S. West Street,
City & State: Visalia, Ca 93277

MAIL TAX STATEMENTS TO

Name:
Street Address:
City & State:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Individual Quitclaim Deed

TO 1922 CA (1-75)

THIS FORM FURNISHED BY TICOR TITLE INSURERS

A. P. N. 070-100-12-043-SI

The undersigned grantor(s) declare(s):
Documentary transfer tax is $_____.
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: ( ) City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DONALD R. PINKHAM, Successor Trustee Of The Pinkham Living Trust

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

MINERAL KING PRESERVATION SOCIETY, A California Nonprofit Public Benefit Corporation,

the following described real property in the State of California: County of *TULARE*

ALL OF OUR RIGHT TITLE AND INTEREST AND INTO LOT 1 OF THE EAST MINERAL KING TRACT LAND AND CABIN SITUATED THEREON.

APN# 070-100-12-043-SI

Dated May 1st, 1992

Donald R. Pinkham
DONALD R. PINKHAM, Successor Trustee Of The Pinkham Living Trust

STATE OF CALIFORNIA
COUNTY OF Tulare } SS.

On May 1st, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared Donald R. Pinkham, trustee

_____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.
WITNESS my hand and official seal.

Signature Earl Parsons Jr.

OFFICIAL SEAL
EARL PARSONS JR.
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
TULARE COUNTY
My Commission Expires May 12, 1992

(This area for official notarial seal)

Escrow or Loan No. 308-14 2023.009.0401 N

United States Department of the Interior

NATIONAL PARK SERVICE

SEQUOIA AND KINGS CANYON NATIONAL PARKS
THREE RIVERS, CALIFORNIA 93271

IN REPLY REFER TO:

L14

September 15, 1992

Mrs. Ora Kay Peterson
Executive Director
Mineral King Preservation Society
2936 S. West Street
Visalia, California 93277

Dear Mrs. Peterson:

Attached is a copy of a letter from the Ledford Law Corporation in which Merl Ledford III clearly indicates that he is representing the Mineral King Preservation Society. Mr. Ledford goes on to assert a number of positions which appear to differ significantly from those recently expressed by other members of your board, including Jim Barton. Mr. Ledford also cites a number of interpretations of law with which we strongly disagree.

I have been instructed over the telephone by John Elliot, your Society's historian, that we are to disregard Mr. Ledford's letter, as he does not represent the Society.

We await your clarification of this matter. Please indicate at your earliest possible convenience whether Mr. Ledford formally represented the Society in his letter of 2 September 1992. We think it best not to take any actions regarding Mr. Ledford's assertions until this matter is clarified.

We appreciate your assistance in this issue.

Sincerely,

Wm. Tweed
Management Assistant

copy:
Merl Ledford III

2023.009.0401 O

LEDFORD LAW CORPORATION

MERL LEDFORD III

805 WEST OAK STREET
VISALIA, CALIFORNIA 93291
TELEPHONE (209) 627-2710

FAX
(209) 627-0717

September 2, 1992

Mr. William Tweed
United States Department of the Interior
National Park Service
Sequoia and Kings Canyon National Park
Three Rivers, CA 93271-9700

Re: Mineral King Preservation Society
Lot No. One - East Mineral King
Sequoia National Park, California

Dear Mr. Tweed:

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The Pinkham family has granted its entire interest in and to the structure and remaining contents to Mineral King Preservation Society. I enclose a copy of the family's Gift Deed in that regard. To the extent that Sub-paragraph (4) at Page 2 of the draft suggests that your Agency or anyone else (other than as specifically provided for in the Society's Articles of Incorporation and the restrictions placed on its activities by its grant of tax exempt status under federal and state law) has an interest in the cabin structure or contents, the suggestion is in appropriate.

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2023.009.0401 P

improper delegation of Board authority. The attempt to restrict occupancy is, evident of a lack of fundamental understanding of what is required to maintain an historic structure in the Mineral King Valley, much less the sociological and cultural integrity of the Valley community.

The problem your Agency is faced with is that two conflicting federal laws must be applied to the structure at Mineral King Lot One. An early piece of legislation requires discontinuance of private use under limited circumstances. On the other hand, a later and superseding piece of legislation requires that historic values (including community, sociological, and cultural values) be preserved. Your Agency cannot legally require that the structure at Lot No. One be torn down because to do so would violate the plain language and meaning of the Historic Preservation Act. On the other hand, your Agency cannot take the asset which it now seeks to control without observing the minimum requirements of federal Eminent Domain Law.

My client is quite willing to maintain the cabin structure in historic condition at no cost to the Park Service and in a fashion which comports with the restrictions placed on the Society by its Articles of Incorporation, By-laws, and federal and state letters of tax exemption. We believe that these restrictions fully meet all legitimate objectives of your Agency.

When you have had a chance to review the contents of this letter with your Solicitor, please telephone me and let me know your thoughts. I would be pleased to have lunch with you and your Solicitor to see if we can get these fine points ironed out.

Very truly yours,

LEDFORD LAW CORPORATION

MERL LEDFORD III

ML:sk
Enclosure

cc: Mineral King Preservation Society

2023.009.0401 Q

MEMORANDUM OF AGREEMENT
FOR THE TEMPORARY STATUS
OF THE
"GRIGGS / BRUNDAGE" CABIN
(LOT 1, EAST MINERAL KING)
SEQUOIA NATIONAL PARK, CALIFORNIA

This agreement is made and entered into this ____ day of _____, 1992 by and between the MINERAL KING PRESERVATION SOCIETY ("MKPS" herein) and the NATIONAL PARK SERVICE, SEQUOIA AND KINGS CANYON NATIONAL PARKS ("NPS" herein).

RECITALS

WHEREAS, it is in the mutual interest of both MKPS and NPS to actively pursue the preservation of the cultural resources of Mineral King and it is desirable for both parties to protect those properties which may be potentially significant and worthy of preservation;

WHEREAS, MKPS is a nonprofit public benefit corporation founded in 1986 and dedicated to the preservation of cultural values, artifacts, and historical sites of Mineral King;

WHEREAS, MKPS is currently, and has been since 1988, in the process of seeking an official "determination of eligibility" leading to the completion of a multiple properties documentation for a proposed Mineral King Historic District to be listed on The National Register of Historic Places;

WHEREAS, MKPS has successfully completed the restoration of the Honeymoon Cabin and is currently the custodian of said historical resource;

WHEREAS, the Pinkham Trust has abandoned and quitclaimed in writing all title and further claims to the cabin and remaining property on Lot 1, East Mineral King, to the MKPS.

WHEREAS, MKPS is uniquely qualified to hold in public trust, custody of all property remaining on Lot 1, East Mineral King;

WHEREAS, the NPS cannot by law further extend the now expired permit authorizing occupation of the cabin in question, and there is a question as to the possible historical significance of the subject structure;

WHEREAS, it is in the interest of the American people to maintain intact the subject cabin until such time as its historical significance is clearly established; and

WHEREAS, the NPS is authorized under 16 USC 464 to enter into cooperative agreements to further its authorized programs and responsibilities.

2023.009.0401 R

NOW, THEREFORE, the parties hereto, in furtherance of the previous recitals, agree to the following terms and conditions:

(1) It is understood by all parties concerned that it is the responsibility of the MKPS to preserve and maintain the subject cabin in a stable condition until such time as a determination of eligibility to THE NATIONAL REGISTER of HISTORIC PLACES is obtained. This work will be in consultation with, and under guidelines set forth by, the NPS Cultural Resources Management Office. The NPS will not have the right to require action by the MKPS, nor will any MKPS action be undertaken, that is inconsistent with NPS and National historic preservation guidelines.

(2) It is further understood that this responsibility is in the form of a trust for the people of the United States.

(3) MKPS will assume all responsibilities for upkeep and maintenance as well as limitations previously applicable to the deceased permittee. Any authorized improvements made by the MKPS will be donations to the people of the United States and will not be the subject of future claims against the government.

(4) During the period that the MKPS controls the cabin it will not be occupied for residential or other purposes, except as specifically authorized in writing by the Superintendent of Sequoia National Park. Permission for persons working on the cabin to reside in the cabin will generally be granted.

(5) The NPS will issue a Special Use Permit to the MKPS for a fee of $1.00 (one and 00/100 dollars) per annum granting it the privilege to preserve and maintain the property in question. This permit will be renewed annually if the terms and conditions set forth herein are executed faithfully and a determination of eligibility has not yet been obtained.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.

MINERAL KING PRESERVATION SOCIETY

Date: _____

By: _____ _____
President Executive Director

SEQUOIA AND KINGS CANYON NATIONAL PARKS

Date: _____

By: _____
Superintendent

2023.009.0401 S